

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING THE)	RESOLUTION NO. 94-1946A
RELEASE OF REQUEST FOR PROPOSAL FOR)	
THE METRO WASHINGTON PARK ZOO'S)	
OREGON PROJECT AND AUTHORIZING A)	Introduced by Rena Cusma,
MULTI-YEAR DESIGN CONTRACT WITH)	Executive Officer
THE SELECTED DESIGN TEAM)	

WHEREAS, The Metro Council adopted the Metro Washington Park Zoo's 25-year plan on December 10, 1992; and

WHEREAS, The first phase of the Metro Washington Park Zoo's master plan is proposed to include exhibits displaying native wildlife and habitats and a new entrance; and

WHEREAS, Effective planning requires further design beyond the concepts produced as part of the 25-year plan; and

WHEREAS, The Metro Washington Park Zoo's 93-94 fiscal year budget includes \$934,000 for the design of Phase 1 of the Zoo's master plan; now, therefore,

BE IT RESOLVED,

That the Contract Review Board authorizes the release of the Request for Proposal (Attachment A) for the design of the Oregon project and the Metro Council authorizes the Executive Officer to execute a multi-year contract in the form substantially similar to Attachment B with the selected design team, provided that the contract shall not authorize the selected design team to proceed beyond phase one of the project until the Council formally approves a contract amendment that authorizes additional work.

ADOPTED by the Metro Contract Review Board this 14th day of April, 1994.


Judy Wyers, Presiding Officer

EXHIBIT A

SCOPE OF ARCHITECT'S SERVICES

A. GENERAL

1. Architect shall prepare all plans, specifications, two final colored renderings, sections, elevations, details and other documents and information which may be necessary or convenient to adequately and completely convey to Owner, Contractor(s) and others the information necessary for the design and construction of the project. For purposes of convenience, the Architect's services under this Agreement are referred to as Basic Services. All services referred to in this Agreement are Basic Services, unless and except as specifically referred to as Extra Work Items (Exhibit D). Architect shall perform Extra Work Items only if requested by Owner.

Except as specifically provided below, Architect's Basic Services shall consist of those architectural, engineering and other services which are customarily performed during the design and construction of comparable projects. They include architectural, structural, seismic, mechanical, electrical, life safety, interior design, audio/visual, surveys, acoustical, food service, energy conservation, security, civil engineering, landscape architectural services, graphics and signage, Zoo exhibit design, exhibit interpretive design, and such others as required by Contract to complete the work.

The parties recognize that funding for the construction of this Project is not yet certain. Therefore, the full Scope of Architect's Services is contingent upon and shall not be implemented until such time as the Project becomes fully funded. Initially, Architect shall only perform all portions of Phases (1) Programming, (2) Preliminary Concepts, and (3) Schematic Design Services of the Basic Services and thereafter await Owner's further directions. Architect shall proceed with the remaining phases of the Basic Services when a written Notice to Proceed has been issued by Owner. The remaining phases may be undertaken in successive components, rather than in a lump sum format.

2. The Architect shall meet and confer with the Owner on a regular weekly basis during the Design Phase with respect to site use and improvements, selection of materials, building systems and equipment, and to consider the Owner's recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction and factors relating to costs of alternative designs or materials, preliminary budgets and possible economies.
3. The Architect shall be responsible for all internal printing and reproduction costs for its own use and for the use of its consultants in preparing, checking, coordinating and estimating the Project through and including the Construction Document Phase. Architect shall provide ten (10) sets of all material including drawings, specifications, and other documents for Owner's use at completion of Preliminary Concepts, Schematic Design, Design Development and at 30 percent, 60 percent and 100 percent completion of the Construction Document Phase.
4. A narrative progress report shall be submitted each month. The report shall include discussion of progress to date, problems, potential causes for delay or cost overrun and other information pertinent to the Project.
5. Evaluations of the Owner's Project budget, Statement of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's method of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

The Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Construction Documents alternate bids to adjust the Construction Cost to the fixed limit.

If the Bidding Phase has not commenced within three (3) months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

6. Architect shall maintain for the duration of the Contract, professional liability insurance covering personal injury and property damage arising from errors, omissions or malpractice. Coverage shall be in the minimum amount of \$1,000,000. Architect shall provide Owner a certificate of this insurance, and thirty (30) day's advance notice of material changes or cancellation.

B. BASIC SERVICES

Basic Services consist of work in eight (8) phases: (1) Programming; (2) Preliminary Concepts; (3) Schematic Design Services; (4) Design Development Services; (5) Construction Documents Services; (6) Bidding Phase Services; (7) Construction Contract Administration Services; and (8) Post-Construction Services.

C. PROGRAMMING

1. The Architect shall develop for Owner's review and approval a functional program, space program and budget for this facility. To perform this work, the Architect will be provided the following information: (1) previously prepared Master Plan, Metro Washington Park Zoo, "Caring Now for the Future of Life"; (2) previously prepared space plan for the entry and education complex; (3) priority list reflecting comments from selected community members; (4) key messages formulated through a series of previously conducted meetings with individuals representing diverse viewpoints; (5) recent aerial photographs; (6) site topographical drawing at 2-foot contour intervals (available on AutoCAD); and (7) utility plan. This information shall be subject to evaluation and testing as preliminary design concepts are developed, resulting in a final approved facility program.
2. Architect shall prepare initial site analysis considering Geotechnical, Topographical, Utility (including relocation if applicable), Pedestrian Flow and Service circulation, and existing building and exhibit demolition issues.
3. Architect shall develop jointly with Owner design objectives, overall project schedule (including application for and receipt of conditional use permit) and a Work Plan for future phases.
4. Architect shall investigate concepts for the overall development of the site, including land use, building sites, exhibit sites, interior and exterior pedestrian and vehicular circulation including railway, security provisions, storage and service provisions, landscaping concepts, site amenities and relationships to surrounding developments. Architect shall prepare and develop for Owner's review and approval a project program which synthesizes all previously provided information, incorporating the foregoing concepts and specifying optimum entry, building and exhibit placement, elevation and massing, phasing and site utilization.
5. Architect shall coordinate its work with the work of the Owner's separate contracts for the project. Architect shall consult with the City of Portland as required to obtain the building permit(s). Architect shall also prepare written and graphic explanatory materials and appear on Owner's behalf at meetings to brief interested parties.
7. Architect shall make presentations of Programming and Site Analysis studies and data for approval by Owner. Program shall be formally adopted to serve as the basis for further design.

D. PRELIMINARY CONCEPTS.

1. Architect shall develop five (5) preliminary design concepts in sketch format (single line drawn from hand to scale is acceptable) in sufficient detail to allow adequate comparison for Owner to select a design direction from which three (3) will be selected for full development as described in paragraph 3, below.
2. Design shall be based on the Program developed in the previous Phase and approved by the Owner. Designs shall include building and exhibit program for this Project and concept plan for future (unprogrammed) development.
3. Preliminary design concepts will be presented as small scale floor and site plans, building elevations indicating general concept of fenestration, building cross sections, massing models without indication of fenestration and materials, exhibit elevations, landscaping plans, and narrative descriptions of the proposed exhibits.
4. Floor plans shall show relationship of major interior spaces and major entrances.
5. Site plans shall show the main entry, buildings and exhibits, visitor viewing areas, landscaped areas, plaza, pedestrian and service circulation.
6. Architect shall evaluate the preliminary concepts against the construction budget estimates, schedule, design objectives and responsiveness to program.
7. Architect shall make presentations of Preliminary Concepts for consideration by Owner and selection and approval of one concept for further refinement in the Schematic Design Phase.
8. Architect shall provide ten (10) sets of copies of all drawings and written material related to the selected preliminary design concept phase.

E. SCHEMATIC DESIGN SERVICES

1. Based on the selected Preliminary Design Concept, the Architect shall provide the services necessary to prepare Schematic Design Documents consisting of outline Drawings and Specifications and other documents illustrating the general scope, scale and relationship of Project components for approval by the Owner. Schematic Design shall also show conceptual plans for future development. Schematic design studies shall consist of schematic plans and section drawings sufficient to meet the programmatic needs and to illustrate the scale and relationships of the architectural, structural, mechanical, electrical, civil, landscaping, exhibit and other aspects of all components of the project. Architect shall prepare mounted presentation drawings, sketch perspectives, scale study models, and other graphic material as required.
2. The Architect shall evaluate Schematic Design against budget, schedule, design objectives and responsiveness to program.
3. Architect shall coordinate its work with the work of the Owner's separate contracts for this Project. Architect shall consult with the City of Portland as required to obtain the building permit(s). Architect shall also prepare written and graphic explanatory materials and appear as may be required on Owner's behalf at meetings to brief interested parties.
4. Provide materials research for the identification of potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design. The Architect shall also investigate the availability and suitability of alternative architectural materials, systems and equipment.
5. The Architect shall report on the status of the design schedule and the projected work plan for future phases.

6. The Architect shall provide a cost estimate at the end of the Schematic Design Stage. This estimate shall be based on a square foot parameter cost for major project components. This estimate will be referred to as the "Approved Design Budget."
7. At the end of the Schematic Design Stage, the Architect shall present for approval, by the Owner, the drawings and other documentation defining the design, project description and structural, mechanical and electrical system recommendations.

Submission shall consist of:

- a. Site Plan at 1" = 20' scale showing buildings, exhibits, visitor viewing areas, plaza, entry, pedestrian and service circulation, ingress and egress to site, parking, Westside Light Rail Station, loading and proposed location of any special site features.
 - b. Floor Plans at 1/8" scale showing exterior walls with double lines and interior walls with single lines. Plans shall include:
 - (1) The following program spaces: entry, education complex, train station, support space (service and office areas, meeting rooms), public amenities (restrooms, restaurant, gift shop).
 - (2) Building entrances and exits.
 - c. Plans at 1/8" scale. Plans shall include:
 - (1) The following program spaces: plaza, exhibits, gardens, and animal contact area.
 - (2) Exhibit layouts shall delineate areas of water, landscape, planting zone and visitor viewing zone. Indicate placement of significant rock work. Include planting plan showing massing and plant character and grading plan. Include cross-sectional drawings to show site character and visitor viewing/sight lines. Indicate location of animal holding facilities and methods to screen such facilities from visitor's viewing.
 - d. Elevations showing exterior of entry, train station and public amenities (restrooms, restaurant, gift shop) and other selected exhibits.
 - e. Narrative description of:
 - (1) Proposed plan vs. program.
 - (2) Visitor experience traveling through entry, plaza and exhibits, including messages and story line the exhibits seek to communicate.
 - (3) Visitor experience traveling to and using the education complex.
 - (4) Recommendations of appropriate location(s) for donor recognition.
 - (5) Discussion of suggested location(s) for One Percent for Art artwork.
 - (6) Proposed building materials.
 - (7) Building system recommendations for structural, mechanical and electrical systems.
 - f. Cost estimate covering all components.
8. Architect shall provide ten (10) sets of copies of all drawings and written material. One set of site plans, floor plans and building elevations shall be rendered and mounted for presentation purposes.

F. DESIGN DEVELOPMENT SERVICES

1. In the Design Development Stage, the Architect shall provide those services necessary to prepare from the approved program, Schematic Design Documents and Approved Design Budget for approval by the Owner the Design Development Documents consisting of Drawings and Specifications and other documents to fix and describe the size and character of the entire project, including architectural, structural, food services,

vertical transportation, mechanical, electrical systems and security systems, graphics, landscape, equipment, materials and such other elements as may be appropriate. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation.

2. Based upon the approved Schematic Design, the Architect shall prepare the documents for this Design Development Phase according to the following guidelines:

a. Architectural design documentation services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the project through:

- (1) Plans, sections and elevations.
- (2) Typical construction details.
- (3) Fenestration, building enclosure.
- (4) Three-dimensional sketch(es).
- (5) Character and quality of building interiors.
- (6) Preliminary color/material palette.
- (7) Study model(s).
- (8) Final materials selections.
- (9) Equipment layouts.
- (10) Building cross sections with floor to floor heights indicated.
- (11) Graphics and Signage.

b. Structural design documentation services consisting of continued development of the specific structural system(s) and Schematic Design Documents in sufficient detail to establish:

- (1) Basic structural system and dimensions.
- (2) Final structural design criteria.
- (3) Foundation design criteria.
- (4) Sizing of major structural components.
- (5) Critical coordination clearances.
- (6) Drawings and Specifications and materials lists.
- (7) Typical sections.

c. Mechanical design documentation services consisting of continued development and expansion of mechanical Schematic Design Documents and development of Drawings and specifications and materials lists to establish:

- (1) Equipment sizes and capacities.
- (2) Equipment layouts.
- (3) Required space for equipment. Mechanical room layouts.
- (4) Required chases and clearances.
- (5) Acoustical and vibration control.
- (6) Visual impacts.
- (7) Energy conservation measures.
- (8) Riser diagrams.
- (9) Equipment schedule showing numbers and capacities of all major equipment, pumps, fans, etc.
- (10) Equipment control system scheme.

d. Electrical design documentation services consisting of continued development and expansion of electrical Schematic Design Documents and development of Drawings and Specifications and materials lists to establish:

- (1) Criteria for lighting, electrical and communications systems.

- (2) Sizes and capacities of major components.
 - (3) Equipment layouts.
 - (4) Required space for equipment.
 - (5) Required chases and clearances.
 - (6) Riser diagrams.
 - (7) Security system scheme.
 - (8) Energy conservation measures related to lighting.
- e. Civil design documentation services consisting of continued development and expansion of Civil Schematic Design Documents and development of Drawings and Specifications and materials lists to establish:
- (1) Site plans showing buildings and exhibits, paving, sidewalks, curbs, walkways, landscaped areas, retaining walls, railway and special features.
 - (2) Plan showing existing grades.
 - (3) Site drainage layout and location of utilities and points from which services will be run to the building.
 - (4) Site lighting and distribution from sources.
 - (5) Service areas.
 - (6) Primary and secondary entrances and exits.
- f. Landscape and streetscape design documentation services consisting of continued development and expansion of landscape Schematic Design Documents and development of Drawings and Specifications and materials lists to establish final scope and preliminary details for landscape work.
- g. Interior design documentation services consisting of continued development and expansion of interior Schematic Design Documents and development of Drawings and Specifications and materials lists to establish final scope and preliminary details relative to:
- (1) Interior construction of the project.
 - (2) Special interior design features.
 - (3) Furniture, fixtures and equipment selections.
- h. Exhibit Design documentation services consisting of continued development and expansion of Exhibit Schematic Design Documents to establish final scope relationships, forms, size and appearance of exhibits through:
- (1) Plans, sections and elevations.
 - (2) Typical construction details.
 - (3) Three-dimensional sketch(es).
 - (4) Exhibit layouts indicating animal viewing area, animal holding area, keeper areas and visitor viewing area.
 - (5) Preliminary color/material palette.
 - (6) Study model(s).
 - (7) Final materials selection.
 - (8) Equipment layouts.
 - (9) Interpretives.
 - (10) Graphics and signage.
3. At approximately one-half of completion of the Design Development Phase, the Architect shall conduct a review of the design process with the Owner to ascertain that the Design Development Documents are on schedule and addressing the Owner's program requirements.
4. Architect, as part of its production of the Design Development Documents, shall develop and refine as a single integrated document a written description of the criteria and standards to be incorporated into the

final Construction Documents, where such design has not been explicitly defined in the Design Development Documents.

5. During the course of this phase, Architect shall prepare evaluations of building and exhibit materials and systems for the purpose of comparing construction costs, operating costs and short- and long-term benefits, i.e., value engineering/life-cycle analysis.
6. Architect shall prepare, as part of Design Development, a Project Cost Estimate in sufficient detail to assist Owner in determining the reasonable construction costs of the Project. The estimate must take into account the availability of materials and labor, and construction sequencing and scheduling. If said estimate exceeds the "Approved Design Budget," the Architect shall, at the Architect's expense, redraw, revise and/or value engineer the Project, if so directed by the Owner, so that said estimate does not exceed the "Approved Design Budget" as adjusted by Owner. If Owner concludes that Architect's budget is inaccurate, program adjustments and/or alternates shall be prepared.
7. Architect shall coordinate its work with the work of the Owner's separate contracts for this Project. Architect shall consult the City of Portland as required to obtain the building permit(s). Architect shall also prepare written and graphic explanatory materials and appear as may be required on Owner's behalf at all agency meetings.
8. Architect shall conduct informal meetings with City Planning staff to solicit and receive their comments with respect to the Project.
9. Architect shall participate on the One Percent for Art selection committee and integrate and accommodate artwork in the final contract documents.
10. At the end of the Design Development Phase, the Architect shall report on the status of the design schedule and the projected work plan for future phases to the Owner, the Owner's Project Advisory Committee, and the Metro Council.
11. At the end of the Design Development Phase, the Architect shall present for approval, by the Owner, the Design Development Drawings and other documents as may be appropriate. In addition, Architect shall prepare and deliver to Owner two final colored renderings, depicting views selected by the Owner.
12. Architect shall provide ten (10) sets of copies of all final drawings and written material.

G. CONSTRUCTION DOCUMENTS SERVICES

1. Based upon the approved Design Development, the Architect shall prepare for approval by the Owner, Construction Documents based on the approved Design Development Documents.
2. Architect shall ascertain, consistent with professional A.I.A. standards, that the Construction Documents are complete, accurate and coordinated between the architectural work and the work of the engineering and other involved disciplines for the Project; and that the contents of the drawings and specifications are internally consistent and consistent with the end of the Design Development Phase concurred in by Owner. When Owner determines that revisions, amendments or supplementary documents are required because of a mistake on the part of Architect, Architect shall prepare them at no expense to Owner.
3. During the Construction Document Phase, Architect shall continue to prepare evaluations of building and exhibit materials and systems for the purpose of comparing construction costs, operating costs and short- and long-term benefits consistent with Paragraph F.5.
4. The Architect shall present Construction Documents at the 30 percent, 60 percent and final stages for Owner's review and comment. The Architect shall provide evaluation of budget, schedule and response to program and design objectives at each stage.

5. The Architect shall advise the Owner of any recommended adjustments to the Project's "Approved Design Budget" indicated by changes in Project scope requirements or general market conditions.
6. The Architect shall provide an independent estimate based on the 60 percent Construction Document Stage. If the Architect's estimate exceeds the "Approved Design Budget," the Architect shall, at the Architect's expense, redraw, revise and/or value engineer the Project, if so directed by the Owner, so that the estimate is within the "Approved Design Budget."

If Owner concludes that Architect's budget is inaccurate, program adjustments and/or alternates shall be prepared.

7. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
8. The Architect shall conduct informal meetings with City Planning staff to solicit and receive their comments with respect to the Project.
9. The Architect shall attend governing agency meetings with the Owner as required to assist the Owner in obtaining guidelines for the Project from regulatory agencies having approval jurisdiction.
10. The Architect shall prepare written and graphic materials as may be required from time to time for Owner to obtain necessary uses, appeals, site and other governmental permits and approvals.
11. The Architect will participate in the Furniture, Fixtures and Equipment (FF&E) process by:
 - a. Providing as part of Basic Services lists, cost estimates and specifications for the purpose of bidding and/or purchasing the following:
 - (1) Furniture related to the program spaces.
 - (2) Audio/visual equipment for installation or use with the audio/visual systems that will be incorporated into the buildings and exhibits.
 - (3) Fixed food service equipment.
 - (4) Site furnishings.
 - (5) Equipment related to the exhibits.
 - b. Providing as part of Basic Services a list and a budget for generic types and quantities of loose equipment required for the operation of the Project.
12. Architect services shall include completion of all required surveys to determine location of property boundaries, utility connections, road geometrics and other physical parameters which may affect the design of the buildings and exhibits. These services will also include study and coordination for utility relocation and road improvements within the site required to make the site functional for subsequent phases, if required by Owner.
13. Architect shall, as part of the development of Division I of the Specifications, coordinate with Owner to prepare a Project Procedures Manual outlining all procedures to be followed for the processing, change orders, reporting, and control of all shop drawings, transmittals, submittals, substitutions, catalogs, project reports, field orders, test reports, inspections, maintenance manuals, and other construction documentation. Architect shall prepare for review by Owner a schedule of the time that will be required for the review of various shop drawings, samples, product data, and other items furnished by the Contractor. at a minimum, such procedures shall require Architect to prepare and maintain detailed drawing logs and shop drawing logs for all revision drawings, instruction bulletins, change orders, contractor's submittals, and similar documentation produced, transmitted, or received during the course of the work.

14. Architect shall prepare a complete set of signed reproducible Construction Documents and Specifications as the deliverable work product of this phase and suitable for use as bidding documents.
15. Architect shall prepare upon completion of Construction Documents Phase, an assessment of the estimated cost of construction based upon these final documents as compared to those documents used for the 60 percent construction document phase estimate. Assessment will provide Owner with the Architect's assessment of the anticipated lowest responsible general contract bid versus the "Approved Design Budget" prior to the Owner's decision to go out for construction bids.
16. The Architect shall provide final selection and obtain approval, by Owner, of colors and materials. The Architect shall provide final text for all exhibit interpretive material and signage and obtain approval by Owner.
17. The Architect shall provide presentation services for presentations of Construction Documents for final approval, by Owner, prior to bidding.

H. BIDDING PHASE

1. The Architect shall assist the Owner with respect to the following matters regarding solicitation and obtaining bids from Trade Contractors:
 - a. Establishing bidding schedules and procedures.
 - b. Assisting Owner in conducting pre-bid conferences with prospective bidders to familiarize bidders with the bidding documents and management techniques and with any special systems, materials or methods called for by the documents.
 - c. Answering questions and evaluating substitution requests and issuing bid document addenda.
2. Architect shall assist Owner with the preparation of all bid packages including alternates if required, General Conditions, Instructions to Bidders, bidding forms and other similar documents. Owner shall advertise, issue addenda, and print and distribute plans and specifications for bid.
3. Architect shall assist in Owner's review and analysis of low bid and participate in pre-award conferences with the successful bidder to discuss procedures and applicable regulations.
4. If addenda are issued during the bidding phase and/or changes are made prior to execution of the construction contract for any respective bid package, such drawings and specifications as require revisions shall be conformed to the required construction condition and re-issued by Architect as part of a complete reproducible set of Conformed Construction Documents.
5. In the event that the lowest responsible bid shall exceed the "Approved Design Budget," as contained in Construction Documents and accepted by Owner by more than five percent (5%), Architect shall, at Architect's expense, redraw and revise the plans and specifications, if so directed by Owner, so that a responsible bid within said "Approved Design Budget" may be obtained either by formal re-bidding or negotiation.

I. CONSTRUCTION PHASE

1. The Construction Phase will commence with the award of the first contract for construction and, together with Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractors is due, or in absence of a final Certificate of Payment or of such due date, sixty (60) days after the Date of Substantial Completion of the work, or beneficial occupancy, whichever occurs first.

2. Architect shall meet with, advise, and consult with the Owner and Contractors weekly to review design compliance, workmanship, and acceptability of the Contractor's performance and final product.
3. Architect shall assist in the administration of the construction contracts as set forth in the General Conditions. Architect shall meet with and advise Owner as requested to facilitate prompt, economical and satisfactory completion of construction.
4. Instruction by Architect to the Contractors shall be forwarded through the Owner except as may be required in the event of an emergency. Architect shall have authority to act on behalf of Owner only the extent provided in the Contract Documents unless otherwise modified in writing by Owner.
5. Architect shall assist Owner in conducting pre-construction and progress meetings at which Owner, Architect, and the Contractor(s) will discuss jointly such matters as procedure, progress, problems and scheduling.
6. Architect shall inform Owner in writing of any meetings and discussions with the Contractor or subcontractors that result in decisions or actions by the Architect which affect the Project.
7. Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work, for any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
8. Architect shall at all times have access to the work. He shall visit the site as necessary but not less than once a week during the construction phase, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in conformity with the Contract Documents. However, Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. He shall prepare and submit to Owner a written report detailing his observations at each visit to the Project site. On the basis of such on-site observations as an architect, Architect shall keep Owner informed of the progress and quality of the work and shall advise Owner if the work in general is not proceeding in conformance with the Contract Documents. Architect shall endeavor to guard Owner against defects and deficiencies in the work of the Contractor.
9. Architect shall be the interpreter of the requirements of the Contract Documents as regards the compliance and workmanship in accordance with the design documents. Architect shall render interpretations necessary for the proper execution or progress of the work upon written request of Owner. Unless a longer period is agreed to by Owner, Architect shall render written decisions, within ten (10) working days of receipt thereof, on all claims, disputes and other matters in question between Owner and the Contractor relating to the compliance with design of the work or the interpretation of the Contract Documents.
10. Interpretations and decisions of Architect shall be provided to Owner within ten (1) working days of Architect's receipt of the requests for information, interpretations or decisions relating to compliance with the intent of the construction documents. When a period of greater than ten (10) working days is required to resolve such matters, Architect shall nonetheless indicate in writing within ten (10) days the effort and time required and shall confer with Owner as relates to the priority of such information. The information provided by Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written and/or graphic form.
11. Architect shall notify the Owner of any work which he observes does not conform to the Contract Documents and, upon instruction from the Owner, may reject such work on the Owner's behalf.
12. Architect shall establish and implement procedures for expediting the processing, review and acceptance of shop drawings and samples.

13. In accordance with professional practice, Architect shall review and note any exceptions or errors, or take other appropriate action, on the Contractor's submittals such as shop drawings, product data, samples, or other written or graphic material for conformance with the design concept of the work. Such review shall include whether or not the Contractor(s) has conformed with the Project design concept and with the Construction Documents. Such action shall be taken by Architect and its consultants consistent with the scheduling and progress of the Project, and within the priority assigned to the requirement for such information by Contractor(s) or Owner. All submittals by the Contractor(s) and their return by Architect shall be routed through Owner. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Architect shall endeavor to protect Owner against defects, discrepancies, and deficiencies in such submittals of which Architect is aware or of which Architect in the exercise of reasonable care and through its development of the Construction Documents should be aware. Architect's review will not relieve Contractor(s) of any of its obligations under the Contract Documents.
14. Architect shall carefully review the Contractor's written requests for substitutions for specific products, materials, equipment, or systems, and other departures from the Construction Documents. Architect shall promptly complete its review so as to not unnecessarily disrupt the orderly progress of the work as represented by the current construction schedule maintained by Contractor. Architect shall provide to Owner a written response on the subject request, with a recommendation for its disposition and the reasons therefor.
15. Architect shall prepare Drawings, Specifications and supporting data and provide other services in connection with a Change Order to the extent that the Change Order is to remedy a deficiency or to clarify the Drawings and Specifications. This additional information shall be issued as a part of a complete reproducible set of Conformed Construction Documents.
16. Based on Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due to the Contractor. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site and on the data comprising the Contractor's Application for Payment that, to the best of the Architect's knowledge, information and belief the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect.
17. Architect shall review the work to determine, in consultation with the Owner, the occurrence of the Date of Substantial Completion of a portion of the work done by the Contractor(s) and the date upon which such portion is finally completed. The Architect shall also determine, in consultation with the Owner, the occurrence of the Date of Substantial Completion of all portions of the work and the date of final completion of the work. The Architect shall, based on his observations and investigation, compile a list of incomplete and unsatisfactory items to be forwarded to the Owner who shall obtain from Contractor a schedule for their completion. The Architect shall review all written warranties, as-builds, operation and maintenance manuals and related documents required by the Contract Documents as assembled by the Contractor.
18. Architect shall review the testing and inspection reports of independent testing agencies, and make written recommendations to Owner as the evaluation of the report data dictates.
19. Architect shall review and become knowledgeable with the Contractor's construction schedule as accepted by Owner. Its reviews, approvals, investigations, clarifications, interpretations and all other activities needed shall be carried out in a prompt manner so as not to delay the Project in any way except if authorized in advance in writing by Owner.
20. Architect shall provide testing and air balancing criteria for all equipment and systems and shall review testing and balancing reports and advise Owner whether the equipment and systems meet design criteria. If

systems and equipment do not meet design criteria, Architect shall advise Owner of appropriate remedial action to be taken by Contractor.

21. Architect's mechanical, electrical and specialty engineers and designers in conjunction with the Contractor's specified training sessions, will conduct a walk-through seminar of appropriate length and detail to explain to Owner personnel the specific operation of equipment and systems and assist in building and exhibit start-up.
22. Architect shall advise Owner of changes in applicable codes and regulations that have taken place after the Building Permit is issued as the Architect becomes aware of them.
23. The extent of the duties, responsibilities and limitations of authority of the Architect as a representative of the Owner during construction shall not be modified or extended without written consent of the Owner.

J. POST-CONSTRUCTION PHASE

Based on information provided by the Contractor, the Architect shall provide the Owner with reproducible full-size record (as-built) drawings and/or specifications. In addition, Architect shall provide to Owner as-built drawings on AutoCAD. The final record drawings, specifications and CAD discs shall be delivered to Owner within sixty (60) calendar days after receipt of all necessary written information.

EXHIBIT B

PRELIMINARY SCHEDULE

SCHEDULE

	by	5/18	Contract Award and Execution
	by	5/30	Preliminary Programming & Site Analysis, Owner Review and Approval
	by	6/8	Final Programming
	by	6/20	Preliminary Concepts
6/20	to	6/30	Presentation of Preliminary Concepts for Owner selection of single concept
6/30	to	7/21	Schematic Design
7/21	to	7/30	Presentation of SD to Owner for review, comment and decision
To be determined			All future phases

EXHIBIT C

COMPENSATION TO ARCHITECT

- A. Architect shall be paid by Owner for work and services defined under Exhibit A of this Agreement as provided hereinafter. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to perform the work.

B. Total Cost

The total cost of the services provided under this Agreement during all phases shall not exceed \$_____.

C. Architect's Basic Services Compensation

Architect's Lump Sum Fee for Basic Services shall include all work performed by Architect to fulfill his responsibilities set forth in this Agreement. Compensation for such services shall be as follows:

1. For completion of Programming, Concept/Schematic Documents \$_____.
2. Completion of Design Development Documents, Construction Documents, Bid Phase, Construction Administration Phase, Post-Construction Phase to be determined and negotiated separately once funding and scope of work is determined.

D. Allowance

Work compensated as allowance items herein shall be authorized in advance by Owner and shall be compensated on an hourly basis as provided.

E. Extra Work

If Owner in writing authorizes the performance of Extra Work Items as described in Exhibit A, Architect shall be compensated in full by payment of reimbursables, direct salary and overhead plus a fee of ten percent (10%) of direct salaries and overhead unless the parties agree otherwise. Reimbursables shall be compensated at cost.

F. Manner and Time of Payment

1. Payment for Basic Services shall be based on Architect's approved contract design schedule. If actual progress is behind the approved contract design schedule, progress payments may be withheld until progress is consistent with the scheduled progress. Such payments will be made in one (1) month increments and fractional payments will not be made.

For purposes of contract management, Architect shall prepare for Owner an estimate of man-hours anticipated to be expended by phase.

2. Architect shall submit to Owner each month a statement of work performed, man-hours expended, and a percentage of the appropriate Phase(s) amount represented by the current request for payment, plus the cumulative total of all payments made to date.
3. Payment on account of Architect's Extra Work Items shall be made monthly upon presentation of Architect's statement of expenses, together with supporting documentation, as reasonable required by Owner.
4. Should Owner question any portion of the statement, Owner shall immediately notify Architect in writing of the amount in question and the reason therefor. The unquestioned portion of the statement will be paid promptly.

5. Upon final payment of each phase, as indicated in Paragraph C above, the Architect shall notify Owner of any and all claims for extra services to date prior to start of the next phase.
6. Architect shall certify the accuracy of its own and all Subconsultants' invoices.
7. Owner agrees to pay the unquestioned amount invoiced in full within thirty (30) days after receipt of an acceptable invoice.
8. Architect agrees to accept payments by Owner in full and complete satisfaction for all services rendered under the terms of this Agreement.

EXHIBIT D

EXTRA WORK ITEMS

The following Services are the only ones not included in Basic Services unless so identified. They shall be provided if authorized in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

1. Services related to environmental impact statements or studies.
2. Services related to the discovery or removal of hazardous substances.
3. Providing Detailed Estimates of Construction Cost, in formats other than the Architect's standard estimating format which must be approved by Owner prior to contract initiation.
4. Making revisions in Drawings, Specifications or other design documents when such revisions are inconsistent with written approvals or documented instructions previously given, or are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of construction documents or are due to other causes not solely within the control of the Architect, except as otherwise provided in this Agreement.
5. Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
6. Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
7. Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation except as required in Section I. 20 of Exhibit A.
8. Preparing to serve or serving as an "expert witness" (as distinguished from a factual witness) in connection with any process approval, arbitration proceeding or legal proceeding except as a witness in the Architect's own defense.
9. Providing services relating to the solicitations for and selection of vendors who will provide various operating services following completion of construction.
10. Full-time on-site representation during any phase of the construction.
11. Full-time services of the project architect during the construction phase beyond those provided in Basic Services. Basic Services include shop drawing review, attendance at working site meetings and allowance for office activities.
12. On-site acoustical testing to determine ambient noise and vibration levels resulting from adjacent environmental sources.
13. Feasibility studies for and providing designs and specifications for the telecommunications switch gear, cabling and instruments. However, basic design coordination for conduit placement and space allocation shall be rendered as part of Basic Services.
14. In Post-Construction, reviewing work performed pursuant to Contractor's warranties and guarantees, reviewing remedial steps identified in evaluation reports, and making written recommendations to Owner respecting such work.
15. Preparation of special written or graphic material for public information meetings other than that prepared under Basic Services.

16. Preparation of a detailed model of the final design suitable for marketing and display.

17. Design work related to satellite or microwave transmission of audio or video signals.

STAFF REPORT

RESOLUTION NO. 94-1946 FOR THE PURPOSE OF AUTHORIZING THE RELEASE OF REQUEST FOR PROPOSAL FOR THE ZOO'S OREGON PROJECT AND AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO A MULTI-YEAR DESIGN CONTRACT SUBSTANTIALLY SIMILAR TO THE ATTACHED CONTRACT WITH THE SELECTED DESIGN TEAM.

Date: March 28, 1994 Presented by: Y. Sherry Sheng

BACKGROUND

Metro Council adopted the zoo's 25-year plan December 10, 1992. In order to plan for the first phase of improvement as proposed in the 25-year plan the zoo 1993-94 fiscal year budget included \$934,000 for the design of phase 1 of the master plan.

The Oregon project is envisioned to include exhibits showing native habitats and wildlife from our region, an education center that houses an auditorium and classrooms, a new entrance and its accompanying visitor amenities (restaurant, gift shop, and restrooms). The zoo proposes to expend no more than \$150,000 in an initial design phase. Such a design phase will include further programming definition and concept development, and conclude with schematic plans.

This first phase of design work is anticipated to take no more than three months. Upon the conclusion of this phase, further decisions on priority and continuing design work will be determined pending project funding and schedule. The zoo intends to retain the same team, upon its selection, to continue future design for this project. Assuming the selected team completes design for the entire project as envisioned now, the maximum fee may reach \$3 million. Therefore, \$3 million is identified as the limit of this contract. Any continuing design will be with a written notice to proceed which will clarify the scope of further work and negotiated fee for such work. Zoo staff will consult with the Metro Council prior to each issuance of notice to proceed.

The zoo plans to carryover the balance of the design budget in its capital budget into fiscal year 1994-95.

RECOMMENDATION

The Executive Officer recommends the release of the design RFP and Metro Council's authorization for Executive Officer to enter into a multi-year design contract, substantially similar to the attached contract, with the selected design team.

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 94-1946A, AUTHORIZING THE RELEASE OF REQUEST FOR PROPOSAL FOR THE METRO WASHINGTON PARK ZOO'S OREGON PROJECT AND AUTHORIZING A MULTI-YEAR DESIGN CONTRACT WITH THE SELECTED DESIGN TEAM.

Date: April 12, 1994

Presented by: Councilor McFarland

COMMITTEE RECOMMENDATION: At its April 6, 1994 meeting the Regional Facilities Committee voted 5-0 to recommend Contract Review Board adoption of Resolution No. 94-1946A. All committee members were present and voted in favor.

COMMITTEE DISCUSSION/ISSUES: Zoo Director Sherry Sheng presented the staff report. She said the resolution would authorize a contract with a selected design team for the full scope of design services related to the Oregon Project and new entrance, but the contract would be in phases with only an initial \$150,000 being authorized at this time. Further work would depend on the availability of funds. She said consultation with Council would precede authorization of any further work.

Councilor Moore asked if the scope of work in the RFP was for the whole project or just for the entrance. Ms. Sheng referred to Section II of the RFP, which outlines the full scope of the Oregon Exhibit and new entrance, and which will be covered in the Phase 1 design work. Councilor Moore asked if this included the new entrance that is to be related to the light rail station. Ms. Sheng said it would include design work on the entrance, but that final decisions on the scope of the entrance would be defined at a later date; part of the design team's work would be to help identify the options available for the entire project.

Council Analyst Casey Short distributed a proposed amendment which would provide for Council review and approval prior to additional work being authorized. He said this amendment would only strengthen the assurance that Ms. Sheng had given to involve the Council in approving further work. He also discussed the proposal to issue a contract for the full project rather than issue individual contracts for pieces of the project, and agreed that the method proposed was fair and provided greatest assurance that all proposals would be based on the same information.

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING THE)	RESOLUTION NO. 94-1946A
RELEASE OF REQUEST FOR PROPOSAL FOR)	
THE METRO WASHINGTON PARK ZOO'S)	
OREGON PROJECT AND AUTHORIZING A)	Introduced by Rena Cusma,
MULTI-YEAR DESIGN CONTRACT WITH)	Executive Officer
THE SELECTED DESIGN TEAM)	

WHEREAS, The Metro Council adopted the Metro Washington Park Zoo's 25-year plan on December 10, 1992; and

WHEREAS, The first phase of the Metro Washington Park Zoo's master plan is proposed to include exhibits displaying native wildlife and habitats and a new entrance; and

WHEREAS, Effective planning requires further design beyond the concepts produced as part of the 25-year plan; and

WHEREAS, The Metro Washington Park Zoo's 93-94 fiscal year budget includes \$934,000 for the design of Phase 1 of the Zoo's master plan; now, therefore,

BE IT RESOLVED,

That the Contract Review Board authorizes the release of the Request for Proposal (Attachment A) for the design of the Oregon project and the Metro Council authorizes the Executive Officer to execute a multi-year contract in the form substantially similar to Attachment B with the selected design team, provided that the contract shall not authorize the selected design team to proceed beyond phase one of the project until the Council formally approves a contract amendment that authorizes additional work.

ADOPTED by the Metro Contract Review Board this ____ day of _____, 1994.

Judy Wyers, Presiding Officer

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING THE)	RESOLUTION NO. 94-1946
RELEASE OF REQUEST FOR PROPOSAL FOR)	
THE METRO WASHINGTON PARK ZOO'S)	
OREGON PROJECT AND AUTHORIZING A)	Introduced by Rena Cusma,
MULTI-YEAR DESIGN CONTRACT WITH)	Executive Officer
THE SELECTED DESIGN TEAM)	

WHEREAS, The Metro Council adopted the Metro Washington Park Zoo's 25-year plan on December 10, 1992; and

WHEREAS, The first phase of the Metro Washington Park Zoo's master plan is proposed to include exhibits displaying native wildlife and habitats and a new entrance; and

WHEREAS, Effective planning requires further design beyond the concepts produced as part of the 25-year plan; and

WHEREAS, The Metro Washington Park Zoo's 93-94 fiscal year budget includes \$934,000 for the design of Phase 1 of the Zoo's master plan;

BE IT RESOLVED,

That the Contract Review Board authorizes the release of the Request for Proposal (Attachment A) for the design of the Oregon project and the Metro Council authorizes the Executive Officer to execute a multi-year contract in the form substantially similar to Attachment B with the selected design team.

ADOPTED by the Metro Contract Review Board this ____ day of _____, 1994.

Judy Wyers, Presiding Officer

METRO WASHINGTON PARK ZOO

REQUEST FOR PROPOSALS

for

DESIGN SERVICES

for the

ZOO ENTRY AND OREGON EXHIBIT PROJECT

To: Prospective Design Team

Subject: Request For Proposals (RFP)
for design services of the proposed
Zoo Entry and Oregon Exhibit at
Metro Washington Park Zoo

Issue Date: April 15, 1994

Issued By: Berit Stevenson
Project Manager
Regional Facilities Department, Metro
(503) 797-1772

Mailing Address: Metro Washington Park Zoo
4001 SW Canyon Road
Portland, Oregon 97221

**Statement of
Qualifications Due:** 5:00 p.m. PDT
Monday, May 9, 1994

I. Introduction

The Metro Washington Park Zoo, located in the southwest hills of Portland, Oregon is one of the premier Zoological facilities in the country. The 64 acre Zoo has an annual attendance of over one million visitors. As part of the Zoo's ongoing commitment to provide the best possible facility, a comprehensive master plan has been prepared which encompasses 25 years into the future. The Master Plan balances a new building program with animals, natural habitats, native culture, technology, plantings, architecture, discovery and fun. Pursuant to the five-phased Master Plan, the Zoo is soliciting proposals from design teams for a new Zoo entry and Oregon exhibit. The Zoo expects to award a contract to the Proposer who submits the Proposal which is judged to be the best.

II. PROJECT DESCRIPTION AND COMPETITION OVERVIEW

The new Zoo Entry and the Oregon Exhibit have been identified as phase one in the five phased Zoo Master Plan. The Entry is intended to relate to the new westside light rail stop which will bisect the existing parking lot and should be in use by June 1997.

The Oregon Exhibit will showcase wildlife and vegetation of the Oregon Territory. When complete, it may include displays simulating mountains, forests, deserts, rivers and the coast. Through the design process, specific species to be featured will be identified. The Zoo intends to include a wide variety of mammals, birds, reptiles, amphibians, fish and invertebrates. Native trees and other plants will be incorporated in animal exhibits and public areas to demonstrate how they provide important habitats for animals. A new animal contact area design for children is planned to offer close interaction with native wildlife and domesticated animals. Adjacent to the contact area will be a new train station.

The Entry should evoke the essence of Oregon by reflecting the architectural style of the Pacific Northwest, the majesty of its ancient forest and the intrigue of its ancient people. Upon entry, an orientation Plaza will provide clear directions to help visitors prepare for their journey. A 400 seat auditorium with an audio-visual show is just the beginning. In addition to the auditorium, an education complex will house classrooms for children and a discovery room for all visitors. New visitor facilities - restaurant, gift shop and restrooms - flank the Plaza.

The project area is approximately five acres and is made up of the existing Cascade exhibit, old children's zoo and adjoining areas. The project

boundaries are the existing parking lot, train station, feline building, train station and elk exhibit.

The design contract will be phased with an initial commitment limited to \$150,000 to develop a project program, preliminary concepts, and schematic design. This initial work must be complete within 6 to 8 weeks of Notice to Proceed. It is the intention of the Zoo that the Proposer selected through this RFP process will proceed with final design services as described herein as additional funding is secured.

III. REQUEST FOR PROPOSALS PROCESS

1. **Advertisement.** Advertisement of availability of RFP packets setting forth the project and process will occur in the Daily Journal of Commerce and other selected publications. Design teams may receive this RFP packet upon contacting the Project Manager at the address or telephone number listed herein.
2. **Mandatory Conference.** All Proposers are required to attend a pre-proposal conference which is designed to introduce Proposers to the Project and to certified Disadvantaged and Women owned Business Enterprises (D/WBEs) who perform consulting services which may be necessary in the performance of the design work. The conference will be held at the Zoo on **Monday, April 25, 1994 at 2:00 p.m.** Proposers must check in at the reception area at the Zoo's administrative offices.
3. **Site Inspection.** Team members will be given gratis access to the project site during the Zoo's public hours of operation for the purpose of preparing their response. Team members will be required to sign-in at the Zoo administrative office prior to each site visit.
4. **Written Questions.** Questions regarding the information contained in this RFP must be submitted to the Project Manager, at the address listed at the cover page by 5:00 p.m. PDT, May 2, 1994. All questions must be submitted in writing. No verbal questions will be accepted. Faxed questions will be accepted at (503) 797-1796. All questions received will be answered and responses will be sent to all those who have received a RFP. Anonymity of the source of questions will be maintained.
5. **Format.** Each response to this RFP shall be submitted in a 8 1/2" by 11" format, bound vertically. The submittal shall contain the following items, each bound in separate sections.

- **Cover Letter** indicating a contact person, receipt of addenda, if applicable and the names of design team members; identify the lead team member;
 - **Design Team Description** indicating the name and addresses of design team. At a minimum include architect, structural engineer, mechanical and electrical engineer, landscape architect*, zoo exhibit designer* and a water filtration system specialist*. For disciplines marked with an asterisk, provide two or more choices, any of which could be included on the team. For each team member, describe the work to be performed, the individuals who will be assigned to the project and their roles, list of projects currently underway and their percentage of completion;
 - **Portfolio of Relevant Work** of the key design team members. Submit color slides, prints and/or color Xerox; add written materials as appropriate. For each past project offered as an example, clarify the contribution from the individuals who are proposed for this Project;
 - **Team Work and Project Management** - for the disciplines of architecture, exhibit design and landscape design, describe two recent projects and address what project management tools were effective in achieving project goals; indicate if the projects were completed on budget and on schedule (if not, explain why not); list other disciplines involved in each project; list one reference per project;
 - **Examples of Success** - for the disciplines of architecture, exhibit design and landscape design, describe a most successful project. Attach any documentation you wish. Explain why each project is a success;
 - **Fee Proposal** - complete and submit Fee Proposal Form attached herein. Compensation for Phase 1, 2, and 3 of the Basic Services will be limited to \$150,000.
6. **Receipt of Proposals.** All responses to the RFP must be received at the Zoo administrative offices no later than 5:00 p.m. PDT, Monday, May 9, 1994. Faxed submittals will not be accepted.
7. **Late Submissions.** Proposals will be considered late if received at any time after 5:00 p.m. PDT, Monday, May 9, 1994. Proposals received after this time will be returned unopened to the sender.

8. Number of Copies. Submit one original and five copies of the Proposal.
9. Team Composition. Proposers will be required to submit at least two names of potential team members in certain design disciplines, any of which Proposer would recommend for inclusion on their design team. During the selection process, the Zoo may indicate a preference. Final selection will be the responsibility of Proposer.
10. Additional Information. The Zoo may, at its discretion, request that any Proposer submit additional information or clarification to its Proposal.
11. Evaluation of Proposals. A selection jury will evaluate the Proposals. The evaluation criteria which will be utilized is included herein. The decision of the selection committee shall be final.
12. Interviews. During the course of evaluation, interviews may be required at the discretion of the Project Manager. If interviews occur, they will be limited to 90 minutes in duration, time and place to be announced. At interviews, the design team should be represented by team members from the key disciplines who will be the primary contact throughout the project.
13. Notification. After evaluations are complete, all teams submitting Proposals will be notified of the results by way of a Notice of Award.
14. Appeals. Appeals of either a disqualification of a Proposal or a contract award should be addressed to the Metro Contracts Administrator, Procurement Division, 600 NE Grand Avenue, Portland, Oregon 97232. Appeals shall be submitted in writing within five working days of the postmarked Notice of Award or disqualification. Appeals must describe the specific citation of law, rule, regulation, or practice upon which protest is based. The judgement used in the evaluation by individual members of the selection jury is not grounds for appeal.
15. Contract Type. The Zoo intends to award a Personal Services Contract with the selected Proposer. A copy of the agreement form which the successful Proposer will be required to execute is attached as Attachment B. Any qualifications or concerns with

this agreement should be raised at the time of proposal submittal.

16. **Validity Period.** The Proposal shall be considered valid for a period of 60 days.
17. **Amendment of RFP.** All information contained in this RFP relating to the Project is provided for the convenience of the Proposers and is subject to modification. The Zoo reserves the right to amend this RFP by addendum prior to the final date of proposal submission.
18. **Public Record.** All information submitted by Proposers shall become part of the public record and subject to disclosure pursuant to the Oregon Public Records Act. All Proposers are therefore advised that any request for exception from disclosure must be documented in the Proposal submission, be specific, in writing and consistent with established Oregon law.
19. **Discrimination.** Metro and its Contractors will not discriminate against any person based on race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status.
20. **Conflict of Interest.** A Proposer submitting a Proposal thereby certifies that no officer, agent, or employee of Metro has a pecuniary interest in the Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
21. **Miscellaneous Terms.** This RFP does not commit the Zoo to enter into any agreement, to pay any costs incurred in preparation of any response to this request, or to procure or contract for services or supplies. The Zoo reserves the right to accept or reject any or all proposals received, to enter into a contractual agreement with any qualified Proposer, and to cancel this RFP if it is in the Zoo's best interests to do so. The Zoo reserves the right to waive any inconsistencies or discrepancies of any Proposal with the requirements specified in this RFP and the Metro Code if the Zoo determines it is in the best interest of the Zoo to do so.

FEE PROPOSAL FORM

Fee proposal for Metro Washington Park Zoo Entry and Oregon Exhibit.
Complete for initial phase of work (programming, preliminary concept and
schematic design) and submit with proposal.

<u>Discipline</u>	<u>\$/hour</u>	<u>Estimated Hours Required</u>	<u>Fee</u>	<u>Total</u>
Architecture	_____	_____	_____	_____
Exhibit Design	_____	_____	_____	_____
Landscape Architecture	_____	_____	_____	_____
Others (specify)				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL	_____	_____	_____	_____

EVALUATION CRITERIA

Criteria	Percent
I. Relevant experience and demonstrated capabilities. The major disciplines will be evaluated per the information listed below:	60
<ul style="list-style-type: none">• <u>Architecture.</u> Design of buildings of northwest regional architectural style. Design of projects that contain large public spaces to serve a variety of users. Planning and design of projects that successfully accommodate heavy pedestrian traffic.• <u>Exhibit Design.</u> Design of animal exhibits with preference given to knowledge of and experience with animals and plants of the Pacific Northwest.• <u>Landscape Architecture.</u> Familiarity with native land forms and vegetation. Experience with landscaping for public areas for the purpose of education. Ability and experience to showcase native and exotic plants that enhance visitor appreciation of them. Experience with the use of gunite and real rock in landscaping.	
II. Team work and project management.	20
III. Examples of success.	15
IV. Fee proposal.	5

ATTACHMENT

Project
Contract No.

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, referred to herein as "Metro or Owner," and _____, located at _____, referred to herein as "Contractor or Architect,".

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective _____ and shall remain in effect until and including _____, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in "Exhibit C -- Compensation to Architect," for a maximum sum not to exceed _____ AND _____/100THS DOLLARS (\$_____).
4. Insurance.
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
 - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDs. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$1,000,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting

all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor 14 days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

_____	METRO
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____